

JACOB S. NEW, Assignee of
EUREKA-MARYLAND ASSURANCE CORPORATION,:
Assignee of CENTRAL TRUST COMPANY OF
MARYLAND, Mortgagee of
E. MONROE ZENTZ and DOROTHY D. ZENTZ,
His wife,

On Petition.

No. 12692 EQUITY

CIRCUIT COURT

FOR

FREDERICK COUNTY.

TO THE HONORABLE. THE JUDGE OF SAID COURT:-

The PETITION and REPORT OF SALE of Jacob S. New, Assignee of Eureka-Maryland Assurance Corporation, Assignee of Central Trust Company of Maryland, Mortgagee of E. Monroe Zentz and Dorothy D. Zentz, his wife, on petition, respectfully represents unto your Honor:-

FIRST: That on the 22nd day of November, 1928, E. Monroe Zentz and Dorothy D. Zentz, his wife, executed a mortgage conveying certain real estate, consisting of a tract of land situate, lying and being in Tuscarora Election District in Frederick County, State of Maryland, on the north side of the Turnpike Road leading from Frederick City to Yellow Springs, containing one hundred and ninety-eight (198) acres of land, more or less, with the improvements thereon, unto the Central Trust Company of Maryland, a body corporate of the State of Maryland, to secure the payment of a promissory note of even date therewith and payable to the order of said mortgagee for the sum of Six Thousand Dollars (\$6,000.00) then due, which promissory note has been subsequently renewed by promissory note of the said E. Monroe Zentz and Dorothy D. Zentz, his wife, being dated the 22nd day of November, 1930, for the sum of Five Thousand Dollars (\$5,000.00) payable six months after date, and which said note was payable to the Central Trust Company of Maryland and by it assigned to the Eureka-Maryland Assurance Corporation, which said note is herewith filed as Exhibit No. 1 to this petition and report of sale; and also a like note of One Thousand Dollars (\$1,000.00) of the same date for the same period, also payable to said Central Trust Company of Maryland, which was retained by said Central Trust Company of Maryland and is still due and owing to it, with interest thereon; both of which notes together comprise the Six Thousand Dollars (\$6,000.00) mentioned in said mortgage; and a certified copy of said mortgage, with the successive assignments above set forth, which said mortgage and assignments is herewith filed as Exhibit No. 2 to this petition and report of sale. Said mortgage and successive assignments being recorded in Liber 369, folio 139, etc., one of the Land Records of Frederick County, Maryland, which said mortgage and mortgage debt by mesne assignments was duly assigned to the said Jacob S. New (for the purpose of foreclosure). Said assignment being duly recorded among the Land Records of Frederick County, and which mortgage contained a provision that if the said E. Monroe Zentz and Dorothy D. Zentz, his wife, should default in the payment of said principal amount at maturity then it shall be lawful for the said mortgage, its attorney, or for the said assignee of said mortgage to sell the said mortgaged premises as provided in the power of sale in said mortgage contained.

SECOND: That the said E. Monroe Zentz and Dorothy D. Zentz, his wife, did default in the payment of the said promissory note when due and payable and in other covenants of said mortgage contained; whereupon your petitioner, being the assignee of said mortgage under the aforesaid assignment, became authorized to exercise the power of sale in said mortgage contained, and having given bond as required by law, did advertise pursuant to said power of sale the property to be sold above described in front of the Courthouse door in Frederick, Maryland, on Tuesday, May 16th, 1933, at twelve o'clock, noon, after having given three weeks previous notice of sale in the Frederick Post, a daily newspaper published in Frederick County at least once a week for three successive weeks prior to the day of sale, as will appear by the annexed Printer's Certificate, marked "Exhibit No. 3", and also having printed and distributed hand bills of sale, did then and there offer said real estate at public